

Coworking Member Agreement

River Place Cowork | State Street Mixed Use LC

INSTRUCTIONS: Read the following documents, completing the Member Information section on Page 2 and signing page 3. Fill out the Recurring ACH form. Email the completed packet to info@riverplace.work

State Street Mixed Use LC d/b/a River Place Cowork seeks to provide a limited, shared, community workspace for independent workers.

Description of Services

This agreement includes the following services ("Services"):

- Access to office space, workstations, and office equipment
- Ability to work alongside a community of entrepreneurs, freelancers, and remote workers
- Access to high-speed wireless internet
- Complimentary use of meeting rooms and conference space
- Complimentary private parking Monday-Friday, 8am-5pm
- Use of the common kitchen and complimentary coffee
- Month-to-month Membership pricing with no long-term contracts

All Services are subject to the Terms of Usage ("TOU") attached.

Description of Memberships

River Place Cowork has several Membership options:

- Day Pass: Drop in to work at River Place Cowork for the day
- Floater: A month-to-month membership allowing you to work from any non-dedicated desks or office suites
- Dedicated Desk: A month-to-month membership allowing you to work from a Dedicated Desk that's yours and only yours
- Office Suite: A month-to-month membership allowing you to work from an office suite that's yours and only yours (separate Lease Agreement required)
- Mailbox: A month-to-month membership of a mailbox so you can secure your official business address

All Memberships benefit from all Services listed above.

Membership Payments

All membership payments will automatically process via ACH, or other electronic banking arrangement via River Place Cowork's membership software. The payment will process on the day you join (pro-rated for that month) and will recur on the first of the month (the "Bill Date") thereafter until the membership is cancelled. Day passes will be charged one time on the day of the Membership.

If, for any reason the Member's payment cannot be processed, including insufficient funds, Member will be charged a \$30.00 Returned Withdrawal Fee.

For Office Members, a deposit equal to one month's membership payment is required at the time of joining and signing the Lease. The deposit will be held by Eagle View Partners (management company) until the termination of the membership. The deposit will be refunded in accordance with the terms of the Lease.

If payment is not received from any Member within five (5) days of the Bill Date, Services will be suspended until payment is made. This includes missed payments due to NSF or other returned payments. River Place Cowork reserves the right to terminate this Agreement if payments are overdue on two (2) occasions or more. In these instances, Eagle View Partners will notify you in writing of your termination and you will have five (5) days to remove your property, or your property will be considered abandoned and will be removed.

Payments for Renting Meeting Rooms

Payments may be made via check, ACH, EFT, or other electronic banking arrangement and are due by the time the rental begins. River Place Cowork does not offer refunds for Meeting Room rentals.

Termination

River Place Cowork reserves the right to terminate any Service at any time. River Place Cowork further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the Terms of Usage herein.

This Agreement will automatically renew on the 1st of every month until a termination notice is received. Day passes are valid for 24-hours only and will automatically terminate thereafter.

Dedicated Desk and Office Suite Members shall terminate their Service by providing River Place Cowork a written communication of their intent to terminate with at least 30 days' notice. After notice is given, the membership shall terminate on the last day of the month following the 30 days. I.e., if notice is given on February 15th, the membership shall terminate on March 31st. All other Members may terminate at any time with a written communication of their intent to terminate. Any membership fees previously paid, but not used, will not be refunded.

Membership Selection

Initial to Select	Membership	Price
	Mailbox	\$50 / Month
	Floater	\$175 / Month
	Dedicated Desk	\$300 / Month
	Office Suite	See Lease
	Membership Total	\$_____

Member Information

Name	
Email	
Phone	
Mailing Address	
Date of Birth	
Occupation	
Emergency Contact: Name, Phone	

[Signature Page to Follow]

By signing below, you agree to the terms set forth in the Agreement:

Member:

Signature

Printed Name

Date

Coworking Member Terms of Usage

River Place Cowork | State Street Mixed Use LC

Terms of Usage

The Services River Place Cowork provides to you, the undersigned, are subject to the following Terms of Usage ("TOU"). River Place Cowork reserves the right to update the TOU at any time. River Place Cowork will attempt to contact you to notify you of any updates within 30 days of their enactment.

Use of Services

You agree that when participating in or using the Services, you will not:

- Give your key or key fob to anyone else or allow non-Members use of the space at any time. Giving your key or key fob to someone else is grounds for immediate termination of your membership.
- Participate in illegal or unlawful activities.
- Restrict or inhibit any other user from using and enjoying the Services.

You agree that when participating in or using the Services, you will:

- Take good care of the space and equipment, including cleaning up after yourself, resetting meeting rooms after you've used them, putting dirty dishes in the dishwasher and trash in the appropriate receptacles, and alerting the management company of any deficiencies in the space.
- Be a respectful Member of the community, abiding by a friendly and professional code of conduct.

Access and Key Fobs

Current Members may access the Cowork space 24 hours a day. One key fob will be issued to Members at the beginning of their Membership. The Member's comings and goings will be logged on an access monitoring system. The key fob is intended to give Members access only to the Cowork, located on the 2nd floor of the 200 State Street property, and the common lobby, elevator and stairwell leading to the 2nd floor. Members are not permitted on the 3rd and 4th floors of the property. Replacement key fobs may be purchased for a cost of \$30.00 per each, subject to availability. Lost or stolen key fobs should be immediately reported to Eagle View Partners (management company) so they may deactivate it. Key fobs must be returned at the termination of your Membership or are subject to a fee of \$30.00, automatically debited from the bank account on file.

Guests Access

Your customers, clients and guests (hereinafter "Guests") may accompany you at the Cowork space. Please meet your Guests in the lobby near the stairs/elevator and sign them in at the front desk. While Guests are in the building, Member agrees to bare full responsibility and liability for the conduct and actions of their Guests while on the premises. Member agrees to ensure its Guests are following all of the terms outlined within the TOU.

Parking

Members and customers must follow all City parking regulations when parking in public parking spaces. Members and customers agree to abide by the River Place Parking Policies as outlined in [Exhibit A](#) when parking in private spaces within the River Place neighborhood.

Pet Policy

River Place Cowork is pet-friendly for dogs who are socialized to be around other pets and humans. Please keep dogs always leashed and near you, respecting that not all Members like dogs. Dog owners must abide by the Pet Policy as outlined in [Exhibit B](#) which includes the use of the dedicated areas for pet relief and looking after their dog appropriately. Dogs who impact the use of the Cowork for other Members will be asked to leave and not return. Eagle View Partners (management company) reserves the right to deny your dog access to the Cowork for any reason.

No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could

damage, disable, overburden, or impair any River Place Cowork server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of any of the Services. You may not attempt to gain unauthorized access to any Services, accounts, computer systems, or networks connected to any server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You hereby represent and warrant that you have all requisite legal power and authority to enter and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of license, contract, agreement or other instrument or obligation to which you are party.

Disclosure

River Place Cowork reserves the right to disclose any information about you, your participation in and use of the Services as deemed necessary to satisfy any applicable law, regulation, legal process, or request. River Place Cowork will provide at least ten (10) days' notice of the request by the third party to provide you the opportunity to take legal action to protect yourself.

Confidentiality

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by River Place Cowork or any participant, Member or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential, or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of River Place Cowork, any analyses, compilations, studies or other documents prepared by River Place Cowork or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to:

- Maintain all Confidential Information in strict confidence.
- Not disclose Confidential Information to any third parties.
- Not to use the Confidential Information in any way directly or indirectly detrimental to River Place Cowork or any Member, user, or participant of the Services.

All Confidential Information remains the sole and exclusive property of the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of River Place Cowork or any participant or user of the Services.

Participation In or Use of Services

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that River Place Cowork does not have any liability with respect to your access, participation in, use of the Services, or any loss of information or property resulting from such participation or use.

Disclaimer of Warranties

To the maximum extent permitted by applicable law, River Place Cowork provides the Services "as is" and with all faults, and hereby disclaim with respect to the Services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality or arising out of participation in or the use of the Services, remains with you.

Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by applicable law, in no event shall River Place Cowork or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents,

shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the Services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of River Place Cowork, and even if River Place Cowork has been advised of the possibility of such damages.

Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of River Place Cowork or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Indemnification

You release, and hereby agree to indemnify, defend and save harmless River Place Cowork and River Place Cowork’s subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys’ fees and costs incurred by River Place Cowork or its respective officers and agents in connection with the defense of such claim or lawsuit.

Severability

In the event that any provision or portion of this TOU is determined invalid, illegal, or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Insurance

River Place Cowork will carry Liability and Business Personal Property insurance for its own property in the space. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using the space. River Place Cowork is not responsible for theft of or damage to any of your personal property for any reason. It is strongly recommended that you use cable lock systems on any electronic devices left at River Place Cowork.

Consent for Photography/Video Consent for Media Release & Promotional Use

Member hereby grants permission to River Place Cowork, its employees, interns, or representatives to take and use photography/digital images, video, recorded audio or quoted remarks of Member for use by River Place Cowork in promotional or educational materials. These materials might include but are not limited to electronic publications, printed publications, the River Place Cowork website, Facebook page, or other electronic or print communications. Member further agrees that his/her name and identity may be revealed in descriptive text or commentary in connection with the image(s) published. Member also agrees that the media may contact Member regarding his/her involvement with River Place Cowork.

Member authorizes the use of these materials indefinitely without compensation. All prints, digital reproductions, video, and audio recordings shall be the property of River Place Cowork. Materials are to be used in a promotional context unless otherwise specified in the communications with the Member featured in the media.

Member Name: _____ **Member Signature:** _____

Date: _____

Exhibit A

RIVER PLACE PARKING POLICIES

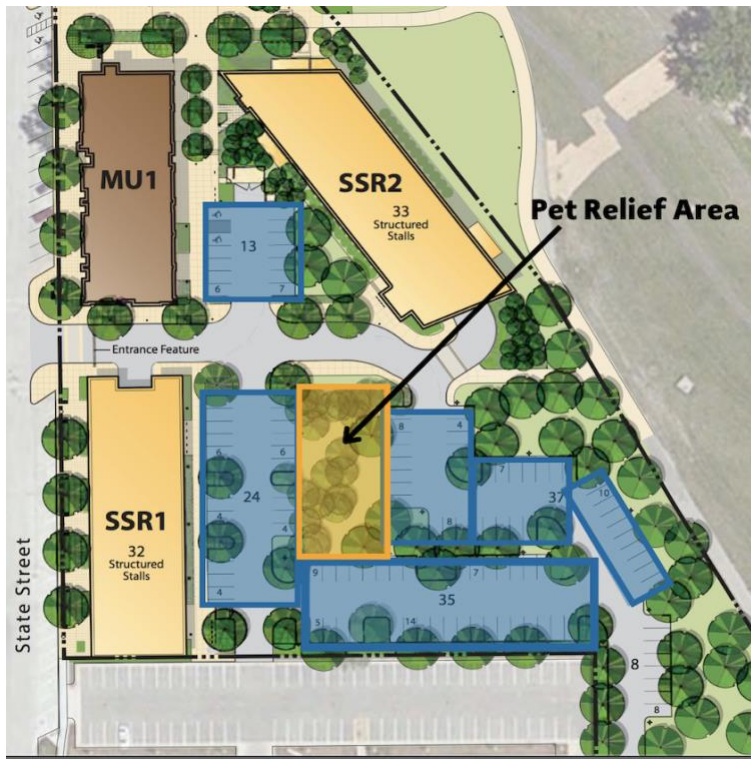
1. Cars must be parked entirely within the stall lines painted on the ground.
2. All directional signs and arrows must be observed.
3. All enforcement, policy and temporary signs must be observed.
4. The speed limit shall be 5 mph.
5. Parking is prohibited:
 - a. In areas not striped for parking
 - b. In aisles, sidewalks, or walkways
 - c. Where permanent or temporary "No Parking" signs are posted
 - d. In cross hatched areas
 - e. In "Reserved" stalls if not reserved for Lessee
 - f. In the on-street parking stalls, which are reserved for customers
6. Failure to promptly pay rent required under the Lessee's Lease or other failure to observe rules and regulations above shall give Lessor the right to terminate Lessee's right to use the Parking Lots. No such termination shall create any liability on Lessor or be deemed to interfere with Lessee's right to quiet possession of its Lease Premises, if any.
7. Bikes must be stored on the racks provided, or in Lessee's Leased Premises.
8. River Place Parking Lots for Commercial Tenants and Coworking Members is only available Monday-Friday between 8am-5pm. Outside of those days/hours Commercial Tenants and Coworking Members must utilize public city parking options.

Lessor reserves the right to amend, modify or supplement its Parking Policies as Lessor deems necessary.

Exhibit B

PET POLICY

- 1. Nuisance.** Members agree that a pet will not disturb the rights, comforts and conveniences of neighbors or other members. This applies to whether the pet is inside or outside. Pet may not cause damage to property.
- 2. Sanitary Problems.** Dogs, cats and guide animals must be HOUSEBROKEN. The pet cannot urinate or defecate on any unprotected flooring inside the coworking space, patio areas, walkways, stairs, stairwells, parking lots, grassy areas or other places. Members must take their pet to the designated pet area (outlined below) for that purpose. Members are responsible for any damage done inside or outside due to pet waste. There will be a \$50 charge assessed for each occurrence of Management clean up of pet waste, billed directly to the Member.
- 3. Waste Removal.** Member will have a sanitary waste remover with them at all times while walking the pet outside the coworking space and agrees to remove and properly dispose of any pet waste.
- 4. Pet Park.** Member and guests must obey posted Dog/Pet Park Rules.
- 4. No Pets Unattended.** Pets shall not be tied to any fixed object outside of the space, including patio areas, walkways, stairs, stairwells, parking lots, grassy areas or any other part of the property.
- 5. Supervision.** Pets must be kept on a leash and under Member's supervision when outside the cowork space. Owner representative shall have the right to pick up unleashed pets and/or report them to the proper authorities. Owner reserves to impose reasonable charges for picking up and/or keeping unleashed pets. Members agree to comply with all applicable governmental laws & regulations (Leash Laws).
- 6. Identification.** We strongly encourage Members to purchase identification tags for their pets.





AUTHORIZATION AGREEMENT FOR RECURRING PREAUTHORIZED PAYMENTS FROM TENANTS/INDIVIDUALS TO EAGLE VIEW PARTNERS LC

I (we) hereby authorize Eagle View Partners LC, hereinafter called COMPANY, to initiate debit entries, and if necessary, any adjustments for any entries made in error, to my (our) Checking / Savings account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account.

If an item is dishonored or returned for any reason, I authorize an additional debit to the account listed above for \$30 or the maximum allowed by state law, whichever is greater.

I (we) acknowledge that the origination of ACH transaction to my (our) account must comply with the provisions of U.S. law and NACHA ACH Rules.

DEPOSITORY (to debit)

Bank Name: _____ Branch: _____
City: _____ State: _____ Zip: _____
Routing Number: _____ Account Number: _____

Payment Amount: \$ _____

Frequency: Monthly

Payment Day: (Last day or 1st – 31st) 1st

Start Date: _____ **Number of Payments:**

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify COMPANY in writing of any changes in my account information or termination of this authorization at least 5 business days prior to the next billing date.

Name (Primary) _____
(Please Print)

Signature (Primary) _____ Date: _____

Name (Joint) _____
(Please Print)

Signature (Joint) _____ Date: _____

Please attach a voided check or savings deposit slip.

Note: Written debit authorizations must provide that the receiver may revoke the authorization only by notifying the originator in the manner specified in the authorization.